

ESTOPPEL CERTIFICATE, AGREEMENT AND CONSENT

TO: **JVM RESIDENCES APARTMENTS, LLC (“PURCHASER”).**

RE: **RESIDENCES AT NEW LONGVIEW, LEE’S SUMMIT, MISSOURI.**

DATE: ____ __, 2016 (the “*Effective Date*”).

In connection with the proposed sale of the Residences at New Longview apartment complex by Residences at New Longview, LLC (the “*Company*”) to the Purchaser, and the associated

- a. assignment, assumption and amendment of that certain Lease Agreement dated as of April 1, 2014, between the City of Lee’s Summit, Missouri (the “*City*”) and the Company (the “*Lease Agreement*”), pursuant to that certain Assignment, Assumption and Amendment of Lease Agreement and City Consent dated as of the Effective Date, among the Company, the Purchaser and the City (the “*Lease Assignment*”), and consented to by BOKF, N.A., as trustee (the “*Trustee*”),
- b. Amended Memorandum of Lease dated as of the Effective Date between the Purchaser and the City (the “*Amended Lease Memorandum*”),
- c. assignment and assumption of that certain Performance Agreement dated as of April 1, 2014, between the City and the Company (the “*Performance Agreement*”), pursuant to that certain Assignment, Assumption and Amendment of Performance Agreement and City Consent dated as of the Effective Date, between the Company and the Purchaser (the “*Performance Agreement Assignment*”),
- d. Amended Memorandum of Performance Agreement dated as of the Effective Date between the Purchaser and the City (the “*Amended Performance Agreement Memorandum*”),
- e. amendment of that certain Trust Indenture dated as of April 1, 2014 between the Trustee and the City (the “*Indenture*”), with respect to those certain \$35,000,000 (Maximum Aggregate Principal Amount) City of Lee’s Summit, Missouri Taxable Industrial Development Revenue Bonds (Residences at New Longview Project), Series 2014 (the “*Bonds*”), pursuant to that certain First Supplemental Trust Indenture dated as of the Effective Date, between the City and the Trustee (the “*Indenture Amendment*”), and consented to by the Company, as owner of the Bonds prior to the assignment thereof on the Effective Date, and
- f. transfer to Purchaser of all of the outstanding Bond(s),

the City hereby certifies to, and agrees with, Purchaser as follows:

1. The Lease Agreement, the Performance Agreement and the Indenture are collectively referred to as the “**Documents**”. Capitalized terms used but not defined herein shall have the meaning ascribed thereto pursuant to the Indenture.

2. Attached hereto as **Exhibit A** is a true, correct, and complete copy of the Lease Agreement. The Lease Agreement has not been assigned, modified, supplemented, or amended in any way, except for those assignments, modifications, supplements, or amendments, if any, attached hereto and except as effectuated by the Lease Assignment. The Lease Agreement is in full force and effect, and the execution and delivery of the Lease Assignment does not constitute a breach or default under any of the Documents.

3. Attached hereto as **Exhibit B** is a true, correct, and complete copy of the Performance Agreement. The Performance Agreement has not been assigned, modified, supplemented, or amended in any way, except for those assignments, modifications, supplements, or amendments, if any, attached hereto and except as effectuated by the Performance Agreement Assignment. The Performance Agreement is in full force and effect, and the execution and delivery of the Performance Agreement Assignment does not constitute a breach or default under any of the Documents.

4. Attached hereto as **Exhibit C** is a true, correct, and complete copy of the Indenture. The Indenture has not been assigned, modified, supplemented, or amended in any way, except for those assignments, modifications, supplements, or amendments, if any, attached hereto and except as effectuated by the Indenture Amendment. The Indenture is in full force and effect and the execution and delivery of the Indenture Amendment does not constitute a breach or default under any of the Documents.

5. The City hereby consents to the transfer to Purchaser of the Company’s interest in and to all of the outstanding Bonds, and such transfer does not constitute a default under any of the Documents.

6. The City has the full power and authority to execute and deliver the Lease Assignment, the Indenture Amendment, the Amended Lease Memorandum, the Performance Agreement Assignment, the Amended Performance Agreement Memorandum and this Estoppel Certificate, and the officials of the City executing the foregoing have been authorized to execute the same by all necessary City action.

7. To the best of the City’s actual knowledge, there is no default under any of the Documents, and no event has occurred and no condition exists that with the giving of notice or the passage of time might constitute a default under any of the Documents, or would otherwise permit a termination or modification by the City of the Lease Agreement or the Performance Agreement. As of the Effective Date, the City, to the best of the City’s actual knowledge, has no claims or defenses against the Company or Purchaser arising out of the Lease Agreement or the Performance Agreement, or in any way relating thereto.

8. With respect to the Second Amended and Restated Longview Farm Tax Increment Financing Plan, adopted by the City on December 17, 2015 by Ordinance 7778 (the “Longview Farm TIF Plan”) and the New Longview Tax Increment Financing Plan, adopted by

the City on December 17, 2015 by Ordinance 7779 (the “New Longview TIF Plan”), the City certifies and agrees as follows:

(a) The Project Site is within the Redevelopment Area under the Longview Farm TIF Plan, and is not within the Redevelopment Area under the New Longview TIF Plan,

(b) The Project as constructed does not violate, and is not inconsistent with, the Longview Farm TIF Plan,

(c) The Project as constructed does not violate, and is not inconsistent with, any development agreement, redevelopment agreement or other contract or agreement for the implementation of the Longview Farm TIF Plan,

(d) The Project Site is not within any Redevelopment Project Area under the Longview Farm TIF Plan, and

(e) The City has not, and the City will not, adopt tax increment financing for the Project Site.

9. Without limiting the generality of the foregoing certifications, the City also hereby certifies and agrees that, as of the Effective Date:

(a) To the City’s knowledge, there are no further obligations on the part of the Company under the Documents to cause the design, construction or completion of any Project Improvements or any other public improvements or incur any additional costs associated with any Project Improvements or any other public improvements. In the event there are any further obligations on the Company to cause design, construction and completion of any Project Improvements or any other public improvements or incur any additional costs associated with any Project Improvements or any other public improvements, the City will look solely to the Company, and Purchaser shall have no liability therefor.

(b) A final Certificate of Occupancy for the Project Improvements has been issued by the City.

(c) A Completion Certificate has been issued under the Lease Agreement.

(d) There are no funds on deposit in the “Project Fund” or the “Bond Fund”, as defined under the Indenture.

(e) To the City’s knowledge after due inquiry, the Company satisfied its obligations under Section 4.2(c) of the Lease to comply with Section 107.170, RSMo.

(f) The aggregate principal amount of the Outstanding Bonds as of the Effective Date is \$_____.

(g) The Company is operating the Project as a Commercial Facility (as defined in the Performance Agreement).

(h) The Administration Costs payable to the City under Section 3.6 of the Performance Agreement with respect to calendar year 2016 have been paid full in by the Company. [[[confirming]]]

(i) To the City's knowledge after due inquiry, there has been no "cessation of operations" of the Project within the meaning of Section 3.11 of the Performance Agreement, nor does there exist any condition which, if it were to continue for 90 consecutive days from the date such condition commenced, would constitute a cessation of operations of the Project.

(j) To the City's knowledge after due inquiry, the Project complies in all material respects with all applicable building and zoning, health, environmental and safety ordinances and laws and all other applicable laws, rules and regulations pursuant to Section 4.2 of the Performance Agreement.

(k) The Project, as constructed and improved, is consistent with the description of the Project under Section 4.3 of the Performance Agreement and with the presentation of the Project plans to the City Council of the City.

The City makes the above certifications and agreements to and for the benefit and protection of Purchaser and any lender providing financing with respect to Purchaser's acquisition of the leasehold interest in the Project, and their respective successors and assigns, and with the intent and understanding that they will be justifiably relied upon by them or any of them.

CITY OF LEE'S SUMMIT, MISSOURI

By: _____
Name: Randall L. Rhoads
Title: Mayor